

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JANINE ORZECOWSKI AND DON MASTRO,

Plaintiffs,

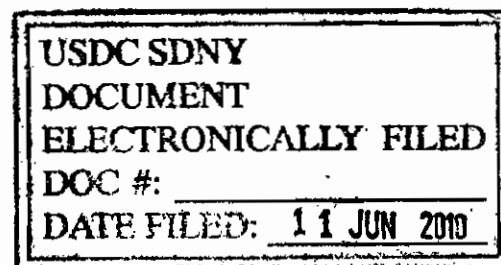
-against-

THE CITY OF NEW YORK; NYPD Officer Anthony Chow, Shield #19046; NYPD Detective Joseph R. Tallarine, Shield #5813; Retired NYPD Detective Michael O'Keefe, Shield #3596; NYPD Officer Arnaldo Rivera, Shield #20430; Officers John and Jane Does (the names "JOHN DOE" and "JANE DOE" being fictitious, as the true names of said defendants are not presently known), individually and in their official capacities,

Defendants.
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**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

10 CV 147 (LTS) (KNF)



WHEREAS, plaintiffs commenced this action by filing a complaint on or about January 8, 2010, alleging violations of their federal and state rights; and

WHEREAS, plaintiffs filed an amended complaint on or about March 4, 2010; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraphs “2” and “3” below.

2. Defendant City of New York hereby agrees to pay plaintiff Janine Orzechowski Thirty Five Thousand Dollars (\$35,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendants and to release defendants City of New York, Anthony Chow, Joseph Tallarine, Michael O’Keefe, Arnaldo Rivera, and any present or former officials, employees, representatives and/or agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in this action, including claims for costs, expenses and attorney fees.

3. Defendant City of New York hereby agrees to pay plaintiff Don Mastro Forty Thousand Dollars (\$40,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendants and to release defendants City of New York, Anthony Chow, Joseph Tallarine, Michael O’Keefe, Arnaldo Rivera, and any present or former officials, employees, representatives and/or agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in this action, including claims for costs, expenses and attorney fees.

4. Plaintiffs shall execute and deliver to the defendants’ attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraphs “2” and “3” above and Plaintiffs’ Affidavits of Status of Liens.

5. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

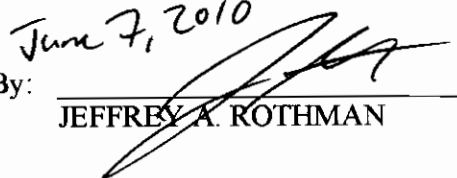
6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

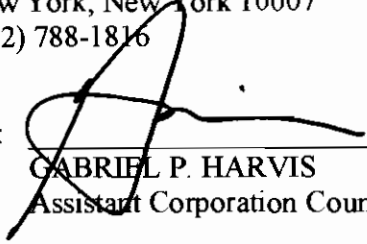
Dated: New York, New York

~~May~~ 9, 2010
June

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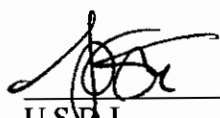
June 7, 2010
By: 
JEFFREY A. ROTHMAN

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Corporation Counsel of the
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Attorney for Defendants
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New York, New York 10007
(212) 788-1816

By: 
GABRIEL P. HARVIS
Assistant Corporation Counsel

The Clerk of Court is requested to close this case.

SO ORDERED:

 6/11/10
U.S.D.J.